

GR: FIFD O.S.C.  
J 53 AM '81  
SCNN HERSLEY

200. 1534 952

# MORTGAGE

THIS MORTGAGE is made this 11th day of March, 1981, between the Mortgagor, Robert Lynn Yeargin, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand Six Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 11, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All those pieces, parcels or lots of land situate, lying and being on the eastern side of East Avondale Drive, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lots Nos. 3, 4 & 5 of Block K, on a revised plat of Northgate Subdivision, prepared by R. E. Dalton, dated May, 1939, recorded in the RMC Office for Greenville County in Plat Book M, at page 13, and having, according to said plat, and a more recent plat entitled "Property of Robert Lynn Yeargin", prepared by Freeland & Associates, dated March 11, 1981, the following metes and bounds, in the aggregate:

BEGINNING at an iron pin on the eastern side of East Avondale Drive, at the joint front corner of Lots 2 and 3, and running thence with the line of Lot No. 2, S. 75-09 E. 171.3 feet to an iron pin; thence S. 3-11 W. 69.9 feet to an iron pin; thence S. 3-22 W. 64.7 feet to an iron pin; thence S. 1-06 W. 63.4 feet to an iron pin in the line of Lot No. 6; thence with the line of Lot No. 6, N. 79-30 W. 187.8 feet to an iron pin on the eastern side of East Avondale Drive; thence with the eastern side of said drive the following courses and distances: N. 5-00 E. 69.9 feet to an iron pin; thence N. 5-10 E. 69.9 feet to an iron pin; thence N. 12-53 E. 70.1 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of David S. Kuykendall and Susan H. Kuykendall, dated March 11, 1981, recorded March 12, 1981, in the RMC Office for Greenville County, South Carolina, in Deed Book 1144, at page 194.

which has the address of Lots 3, 4 & 5, East Avondale Drive Greenville,  
(Street) (City)  
S. C. 29609 (herein "Property Address");  
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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